

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE CITY OF CONCORD, NH**

**and**

**CONCORD POLICE SUPERVISOR'S ASSOCIATION**

**1/1/2011-12/31/2012**

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## ARTICLE I

### PREAMBLE

Section 1. Parties. This Agreement is entered into by and between the City of Concord, a municipal corporation of the State of New Hampshire having its principle place of business at 41 Green Street, Concord, New Hampshire, hereinafter referred to as "EMPLOYER" and the Concord Police Supervisor's Association, hereinafter referred to as the "UNION".

Section 2. Purpose. This Agreement has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; the establishment of a workable procedure for the resolution of differences; and the setting forth of the terms of employment as provided by New Hampshire Revised Statutes Annotated, Chapter 273-A.

## ARTICLE II

### RECOGNITION

Section 1. Bargaining Unit. The EMPLOYER recognizes the UNION as the exclusive bargaining agent for all full time non-probationary Police Sergeants, Police Lieutenants, non-probationary Parking Managers and non-probationary Dispatch Supervisors or their successor titles (herein after called "Employees" as defined pursuant to RSA 273-A:1) and excluding all other City Employees and position classifications.

Section 2. Representation and Employment. The UNION recognizes the City of Concord, N.H. as the primary EMPLOYER of all Employees within this bargaining unit.

Section 3. Recognition. The EMPLOYER shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee of the UNION unless such persons have demonstrated specific designation by the UNION as authorized representatives for such purposes.

## ARTICLE III

### NOTICE UNDER AGREEMENT

Section 1. Written Communications. For purposes of this Agreement, all written correspondence except as otherwise provided for in this Agreement shall be addressed to:

FOR THE CITY:           Human Resources & Labor Relations Director  
                                  41 Green Street  
                                  Concord, New Hampshire 03301

FOR THE CITY:           Police Chief  
                                  35 Green Street  
                                  Concord, New Hampshire 03301

FOR THE UNION: President  
Concord Police Supervisor's Association  
P.O. Box 82  
Concord, N.H. 03302-0082

UNION ALTERNATE: Vice President  
Concord Police Supervisor's Association  
P.O. Box 82  
Concord, N.H. 03302-0082

Section 2. Proper Notification. All written notices to the EMPLOYER or UNION, respectively, will be deemed to have been properly given if delivered to the Police Chief or the President of the UNION with copies sent to the Human Resources & Labor Relations Director and to the Vice President of the UNION.

Section 3. Change Of Address. Either Party by written notice to the other Party may change the address to which future written correspondence or written notices are to be mailed or delivered.

Section 4. Minimum Information. All written communications between the parties shall contain the following minimal elements:

- A. Name and title of addressee.
- B. Name and title of the sender.
- C. Date.
- D. A statement as to the subject and purpose of the correspondence.
- E. Signature of the sender.

Section 5. Union Officers. A written list of UNION Officers shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER immediately of any change.

## ARTICLE IV

### MANAGEMENT RIGHTS

Section 1. Retention of Rights. The EMPLOYER hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Hampshire and of the United States and shall not be deemed to be limited in any way in the exercise of the regular and customary functions of the municipal management. Further, all rights which ordinarily vest in and are exercised by public employers except such as are specifically relinquished herein, are reserved to and remain vested in the EMPLOYER. The EMPLOYER retains the right to exercise managerial policy within its exclusive prerogative to manage its affairs efficiently and economically including, but not limited to, the use of technology, and EMPLOYER'S organizational structure, and selection, assignment, number, direction and discipline of its personnel; to determine the methods and means of operations; to determine work schedules, work shifts and numbers of hours to be worked. Further, the EMPLOYER retains the right to adopt, change, enforce or

discontinue any rules, regulations, procedures and policies not in direct conflict with any provisions of this Agreement, or existing applicable statutory law as delineated under N.H. Revised Statutes Annotated or U.S. Code, so as to continue public control of the City of Concord Police Department.

This enumeration of management's rights shall not be deemed to exclude other management rights not specifically enumerated and the EMPLOYER retains solely and exclusively all of its common law, statutory and inherent rights.

## ARTICLE V

### UNION REPRESENTATION

Section 1. Joint Meetings. An official UNION Representative shall be granted reasonable time at no loss of pay for attendance at grievance or other joint meetings which have been scheduled by mutual agreement of the parties.

Section 2. Contract Negotiations. Up to three (3) Employees may attend negotiation meetings without loss of pay. The UNION agrees that their committee shall have not more than two (2) persons from each bureau or two (2) persons from each patrol group.

Section 3. Grievance Investigation. An official UNION representative may be granted reasonable time at no loss of pay to investigate grievances subject to the sole discretion and approval of the EMPLOYER'S designated representative.

## ARTICLE VI

### DUES DEDUCTIONS

Section 1. Authorization. Upon receipt of a signed voluntary authorization by an Employee, the EMPLOYER agrees to make a payroll deduction from the Employee's wages once a week. The deduction shall be in an amount equal to the regular UNION dues as certified to be current by the Treasurer of the UNION. Authorization for such payroll deductions shall be in a form satisfactory to the EMPLOYER. The UNION shall provide the EMPLOYER a 30-day advance notice of changes in amount of dues deductions. The UNION may only change the amount of the deductions a maximum of two times during any Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>)

Section 2. Remittance. Payroll deductions shall be remitted by the EMPLOYER to the Treasurer of the UNION at least once a month, or more often if the EMPLOYER shall so determine. In case a union member has no funds available, then no deduction shall be made.

Section 3. Indemnification. The UNION shall save the EMPLOYER harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the EMPLOYER in reliance upon signed authorization furnished to the EMPLOYER by the UNION or an Employee or for the purpose of complying with any of the provisions of this Article.

## ARTICLE VII

### WAGES

Section 1. Across The Board Increase. Across the board increases (ATB) effective the first full pay period following the date shown below:

- A. Employees shall receive merit increases on their anniversary dates for their current classification. Upon a satisfactory recommendation, each employee will move one merit step up on the merit plan. In the event that the employee on a 10 step wage scale is already at the maximum step (Step 10), the employee, upon a satisfactory recommendation, will receive a 3% merit bonus in accordance with the City's current practices and policies. In the event that an employee does not receive a merit increase, he or she may appeal this decision pursuant to the current City policy.
- B. Effective January 1, 2012, employees assigned to the 10 step wage scale shall receive a cost of living adjustment of .5%. Such adjustment is included as Appendix B, Wage Schedule.
- C. Members assigned to the Drug Enforcement Unit (DEU) shall receive an additional 5% of their current base pay added to their hourly wage. This additional pay shall be effective upon their assignment to DEU for the duration of the assignment. At the conclusion of their assignment to DEU, their hourly wage reverts to the appropriate hourly wage step for that individual under this agreement.
- D. The Parking Manager is paid on the Non Contractual Wage schedule in effect and shall receive COLA's and merit increases in accordance with those granted to non contractual employees.
- E. Effective November 1, 2011 members who have ten (10) years of sworn police service with the City of Concord shall receive a 2.5% (of their current annual base salary at the time of payment) bonus. This bonus will increase to 2.75% as a blended hourly pay rate addition effective on 1/1/2012 subject to the terms of this article.
  - 1. Payment of this bonus will be made in November of 2011 with this payment being credited into the payroll system on the first pay period following November 10<sup>th</sup> (or in the case where this day is a holiday or weekend day, the next regular business day). Thereafter, this bonus shall no longer be provided in an annual payment to officers with ten (10) years of sworn police service with the City of Concord.
- F. Members with 20 years of sworn police service will receive a \$1,750.00 payment. Payment of this bonus shall occur on the first full pay period following the anniversary of the member's original date of hire in a sworn police officer capacity with the City of Concord. This bonus shall increase to \$2000 as a blended hourly pay rate addition effective on 1/1/2012 subject to the terms of this article. Thereafter, this bonus payment shall no longer be provided in an annual payment to members with 20 years of sworn police service on the first full pay period following the member's original date of hire.

- G. All disagreement arising from the application of the merit system will be resolved according to the provision of the City Charter and Personnel Plan and not under the provisions of the contract.

## ARTICLE VIII

### HOURS OF WORK

#### Section 1. Hours of Work.

The standard hours of work for all Employees shall be as follows:

Patrol Lieutenants' and Sergeants' hours of work shall be a modified four (4) and two (2) schedule that shall include training days as scheduled.

Non Patrol Lieutenants' and Sergeants' hours of work shall be a standard five (5) and two (2) schedule.

Any other hours of work and modifications or changes thereto shall be at the sole determination and discretion of the EMPLOYER.

#### Section 2. Patrol Schedule.

- A. Administration. The patrol schedule selection process shall be administered by an oversight committee comprised of two (2) representatives of the EMPLOYER and two (2) representatives of the UNION.
- B. Schedule. The schedule shall consist of three shifts: (1) midnight shift; (2) relief (2 days/2 evenings) shift; and (3) midnight relief shift. The schedule shall run for twenty-four consecutive weeks and consist of four 8.25 hour days which includes a fifteen minute preparation/training time prior to each shift followed by two days off. The day shift shall refer to the times of 0700–1500, the evening shift shall refer to the times of 1500–2300 and the midnight shift shall refer to the times of 2300-0700.

Employees who work a substitution (swap) prior to or immediately after their regular shift shall extend their day by fifteen (15) minutes.

- C. Selection. Except as provided below, shift assignments shall be made by seniority. Thirty to sixty days prior to a schedule rotation (24 weeks), each employee will submit their choices of shift assignments in priority order 1-3.

Assignments will be made by the oversight committee consistent with this Section by seniority and shift selection choice.

- D. Selection Overrides. The parties recognize that due to other circumstances, it may become necessary to override an employee's shift selection choice.

In the event the Department, at its sole discretion, shall either place an employee on a specific shift or limit the employee's shift choices for remedial or probationary purposes, that employee's selection will be affected as will the ability of any other employee to access the position selected for that employee.

The Department's decision with respect to shift placement for remedial purposes shall not be grievable during the employee's initial placement on that remedial cycle. The Department may order such remedial placement on successive cycle rotations, however, such order may be grieved.

The Department shall retain the right to place an employee on a specific shift and time or limit the employee's shift and time choices for up to one full year from the date of the EMPLOYEE'S promotion.

- E. Training. Employees will be assigned four (4) training days per 24-week rotation. The training days will occur on Tuesdays.

In addition to the required eight (8) training days per year, employees will be required to successfully complete certain self-directed training modules at the discretion of the EMPLOYER.

Specialty employees will have additional scheduled training. Coverage will be provided by the relief shift to the extent possible.

- F. Leave Schedule Changes. The parties recognize that during any 24 week rotation, schedule changes may be required to accommodate such reasons as injury, promotions, retirement, termination, reassignment or resignation.

In the event of such occurrences, the midnight relief shift officials may be utilized to fill a vacancy at the discretion of the EMPLOYER. Thereafter, a volunteer for the vacant position will be solicited. Posting for this volunteer will be done at least seventy-two (72) hours in advance of the vacant position. The most senior eligible employee will receive the assignment. If a volunteer is not forthcoming, the assignment will be made in inverse seniority on a rotating basis from eligible employees.

Eligible volunteer employees shall mean unit employees except those on probation, remediation or specialty placement.

- G. Grievances. In the event that an employee or a supervisor shall have a question as to the application or interpretation of this section (excluding second or successive remedial assignments), a grievance shall not be filed until such time as the question is presented to the Oversight Committee for their review. The Committee shall issue its decision clarifying the process, application or interpretation of this Section or a statement indicating that the members of the Committee are unable to reach an agreement. In the event that the Oversight Committee renders a majority decision, that decision shall not be grievable. In the event that the Oversight Committee cannot reach a majority consensus, a final determination shall be made by the Chief or his designee.

A grievance may thereafter be filed in accordance with the procedures set forth in this Agreement.

- H. Clarifications and Amendments. The parties recognize that this schedule represents a major change in the assignment of patrol officials and that questions and circumstances anticipated and unanticipated by the Parties will arise. In order to be able to respond to issues which need clarification or possible amendment of this Section, the Parties agree that the Labor/Management Committee shall have the authority to issue binding clarifications and/or amendments to this Section during the term of this Agreement.
- I. Regular patrol shift personnel will now be required to repay the City one hour over the course of a six week cycle. The makeup hour can be completed in a variety of ways to include, but not limited to, shift coverage, report writing or shift preparation activities.

### Section 3. Administrative Schedule

The regular weekly work schedule for all uniformed Administrative Lieutenants and Sergeants shall generally consist of five (5) consecutive eight (8) hour work days Monday through Friday.

### Section 4. Investigations Schedule.

The Hours of Work for all Investigations Lieutenants and Sergeants shall be an 8 hour work day or a 10 hour work day, depending on assignment.

### Section 5. Dispatch Supervisor Schedule.

The Hours of Work for the Dispatch Supervisor shall be a 40 hour week in a standard five (5) and two (2) schedule, or a 40 hour week in a 4 10-hour day schedule. Selection of the schedule shall be by mutual agreement with the UNION and the EMPLOYER.

### Section 6. Parking Manager Schedule.

The Parking Manager shall be considered a weekly salaried employee. The Parking Manager's regular work week is generally Monday through Friday.

## ARTICLE IX

### OVERTIME AND CALLBACK

Section 1. General. The EMPLOYER reserves the right to require Employees to remain on duty or return to duty, at such times and for such lengths of time as it shall deem necessary.

Section 2. Overtime Rate. Overtime at the rate of one and one-half (1 1/2) times the Employee's regular hourly rate shall be paid for all hours worked beyond an Employee's regular work day. Overtime premium rate shall not be pyramided, compounded, added together or paid twice for the same time worked.

Section 3. Flex Time. Employees may, on an intermittent basis, mutually agree with the EMPLOYER and UNION to flex schedules which include irregular daily hours within the work

week. The UNION is not required to be consulted on each individual flex time arrangement, but specifically reserves the right to withhold their agreement to flex time arrangements at which point the flex arrangement will not be implemented.

Employees shall not receive overtime for flex time hours over their regularly scheduled work day. The EMPLOYER shall provide reasonable access to view daily work schedules including any changes prior to the implementation of any flex time arrangement.

The EMPLOYER shall not require an employee to accept flex time in lieu of overtime. Further, an employee may not be negatively affected for refusing to accept flex time in lieu of overtime.

Section 4. Callback Time. Callback shall pertain to work performed outside an Employee's regularly scheduled work day. Callback shall not pertain to work time annexed consecutively to one end or the other of the scheduled work day. An Employee called to duty within four (4) hours of the start of his regularly scheduled work day shall be paid overtime to the start of the regular work shift whether he works the entire period or not. An Employee called back under this section shall be paid a minimum of four (4) hours at one and one half times the straight time hourly rate, except as otherwise provided herein. Callback shall not pertain to scheduled overtime.

Scheduled overtime, for the purposes of this article, is work performed outside an Employee's regularly scheduled work day that is known to the Employee more than 8 (eight) calendar days before the beginning of the work. Furthermore, scheduled overtime is for an event paid for by the City and is not an extra duty detail.

Scheduled overtime shall be paid as follows:

Employees working scheduled overtime shall be paid a minimum of two (2) hours at one and one half times the straight time hourly rate, or for actual time worked if the work is greater than two (2) hours.

Employees working scheduled overtime that begins within two (2) hours of the start of a regular work shift shall be paid overtime to the start of the regular work shift regardless of the amount of time worked.

Employees working scheduled overtime that begins at the conclusion of a regular work shift shall be paid for the actual time worked.

Section 5. Off Duty Communications. A duty related communication to a third party which is outside of an employee's regularly scheduled hours of work that had previously been approved or ordered by a supervisor, shall be compensated at the following rate: 0-30 minutes, 1 hour pay at the employee's regular rate; 31 minutes or more, 1 hour at the employee's overtime rate or time actually worked at the overtime rate, whichever is greater. The actual time shall be documented and recorded on the payment request slip, and shall include the authorizing official.

## ARTICLE X

### OUT-OF-CLASSIFICATION WORK

Section 1. Definition. For the purposes of this article, out-of-classification work shall mean the assignment to a classification in a higher labor grade. Such an assignment shall be referred to as "acting status".

Section 2. Payment. An Employee who is assigned to perform out-of-classification work for a period of five (5) consecutive regular work days or longer shall, for all hours worked in such capacity, receive a wage rate to be determined by:

**A. Job Classifications of Dispatch Supervisor, Police Sergeant and Police Lieutenant;** Adding five percent (5%) to the Employee's current regular hourly rate and then placing the Employee at the step in grade of the higher classification which is closest to this hourly rate without being less. In effect, the Employee will remain an hourly Employee for the duration of this assignment. This Employee will be able to work overtime, which will be paid at One and a half times their new adjusted rate.

**B. Job Classifications of Deputy Chief of Police and Parking Manager;** when an Employee who is assigned to perform out-of-classification work for a exempt position for a period of five (5) consecutive regular work days up to thirty (30) calendar days, for all hours worked in such capacity, shall receive a wage rate to be determined by:

Adding five percent (5%) to the Employee's current regular hourly rate and then placing the Employee at the step in grade of the higher classification which is closest to this hourly rate without being less. During this period the Employee will remain an hourly Employee and be able to work regular overtime assignments, which the Employee will be compensated at the rate of one and one-half (1 1/2) times the Employee's newly adjusted rate of pay.

When an Employee who is assigned to perform out-of-classification work for a position for a period of more than thirty (30) calendar days shall, for all hours worked in such capacity, receive a wage rate to be determined by:

Adding ten percent (10%) to the Employee's current regular hourly rate and then placing the Employee at the step in grade of the higher classification which is closest to this hourly rate without being less. In these situations the Employee will be considered an exempt Employee during this period and will not be eligible for overtime duties. Employees affected by this placement shall be compensated in this manner immediately upon the assignment.

Section 3. Limitation on Applicability. The provisions of section 2 of this article shall not apply to out-of-classification work for periods of less than five (5) full shifts.

## ARTICLE XI

### WITNESS FEES

Section 1. Procedure: Any off duty Lieutenant, Sergeant or Dispatch Supervisor who must physically appear (hereinafter "appearance") for matters arising out of his or her official duties, including conferences with prosecuting officials, hearings and complaints, signing of complaints, civil court, involuntary hospitalization hearings, depositions, parole or probation

hearings, and motor vehicle hearings or any other approved meeting location directed or approved by a supervising officer, shall be compensated according to the following:

- A. Where applicable: Employees shall be compensated by a minimum of three consecutive hours of the Employee's overtime rate per day (minimum daily rate). The Employee shall be paid their overtime rate for all time spent in court or hearings beyond the minimum daily rate. However, should an Employee be required to make an appearance outside of the three consecutive hours of the first appearance, which is not contiguous in time, the Employee shall be entitled to an additional minimum appearance rate. The Joint Labor Management Committee will issue interpretative guidelines to assist the parties in the application of this Article. Unless mutually agreed upon, the interpretative guidelines shall not control the interpretation of this Article.
- B. Any breaks in the hearing time period which exceed one half (1/2) hour when scheduled by the presiding authority of said hearing (i.e. judges, court clerks, hearing officers or prosecutors), shall not be calculated as time worked for the purposes of paying overtime for time spent in court or hearings beyond the minimum daily rate.

## ARTICLE XII

### HOLIDAYS

Section 1. Observed Holidays. The following shall be recognized as paid holidays in accordance with provisions set forth herein:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Labor Day	Christmas

Section 1a. Floating Holidays. In addition to the above holidays, Employees shall be granted two additional floating holidays in lieu of Martin Luther King Day and State of N.H. Election Day. The holiday time shall be credited to each Employee's Annual Leave Balance on the last day of the month in the month preceding the month in which the holiday would otherwise have been observed.

### Section 2. Eligibility.

- 2.1 Non-Patrol Assignments: Employees not assigned to the Patrol Division shall receive the holiday off with pay.
- 2.2 Patrol Assignments: Employees assigned to the Patrol Division shall work their regularly assigned shift as scheduled, without regard to the occurrence of the holiday, except that if the holiday falls on a Department training day the Employee shall receive the holiday off with pay.

- 2.3 Method of Payment, Patrol Assignments: If a holiday occurs on the Employee's regularly scheduled day off, or occurs on his regularly scheduled workday and he does not receive the holiday off, the Employee shall receive for each holiday, in addition to his regular pay, eight (8) hours of pay at his regular hourly rate.

**ARTICLE XIII**

**ANNUAL LEAVE**

Section 1. Formula. An Employee's annual leave accrual shall be based upon a fraction of an hour accrual for each of the standard annual work hours schedule (e.g. 2080 hours for a 40 hour per week employee) as shown below in column 2:

Column 1	Column 2	Column 3	Column 4
Years of Continuous Service	Hourly Accrual	Monthly Accrual	Annual Accrual
0 thru 5	.0462 hrs.	8.0 hrs.	96 hrs.
6 thru 10	.0577 hrs.	10.0 hrs.	120 hrs.
11 thru 15	.0692 hrs.	12.0 hrs.	144 hrs.
16 thru 20	.0808 hrs.	14.0 hrs.	168 hrs.
21 thru 25	.0923 hrs.	16.0 hrs.	192 hrs.
Over 25 years	.0962 hrs	16.67 hrs	200 hrs.

**MAXIMUM ACCRUAL ALLOWABLE:** The maximum accrual rate shall be two and a half times the annual accrual rate in hours for employees with 0 thru 15 years of continuous service. The maximum accrual rate shall be two and three quarters times the annual accrual rate in hours, for employees with 16 thru 25+ years of continuous service.

Section 2. Procedure.

1. All requests for annual leave must be submitted in writing to the Employee's Bureau Director.
2. Requests for annual leave must be made no more than ninety (90) nor less than three (3) days in advance of the date upon which the requested leave will commence. All requests for annual leave require approval by the Employee's Bureau Director or the Chief of Police, except in the case of Emergency Annual.
3. Exceptions to the maximum and minimum notice for routine annual leave may be granted by the Employee's Deputy Chief or the Chief of Police.

4. Emergency annual leave requests for up to one work shift may be granted by the Watch Commander at any time for bona fide emergencies where the established advance notice is not possible.
5. Employees requesting annual leave shall be notified in writing or verbally of the approval or disapproval of their request within two (2) business days of the request.
6. Annual leave shall be granted on a first come first served basis, unless conflicting requests for similar dates are received within three days of each other, in which case leave shall be granted by classification seniority.

No more than two (2) weeks vacation shall normally be granted at one time. Exceptions may be made by the Chief of Police, provided the extra time does not prohibit another employee from receiving their requested leave.

Limitations on the number of Employees from organizational components or patrol groups allowed to be on leave on any given time are at the sole discretion of the Police Chief or designee. While the parties acknowledge that it may not be possible to accommodate each Employee's request, a reasonable effort will be made to allow the Employee to use their annual time.

Section 3. Holiday Occurrence. When a holiday occurs on an Employee's annual leave day, the Employee shall not receive holiday pay, nor shall he be charged an annual leave day. He shall, however, receive his regular, straight time pay for that day.

Section 4. End of Employment Applications.

4.1 Death: If an Employee, while in the City's service, dies and there is remaining to his credit days of annual leave, it shall be payable to the following classes in the following order of priority:

1. A named beneficiary whose name has been filed by said Employee with the City Personnel Department;
2. When not having so filed a named beneficiary, to their spouse;
3. When not having named a beneficiary or not being survived by a spouse, to the estate of the deceased.

4.2 Other Separation: An Employee who retires or resigns from the service of the City or who is terminated or discharged through no fault or delinquency of their own shall be entitled to receive a lump sum payment of all accumulated annual leave.

**ARTICLE XIV**

SICK LEAVE

Section 1. Sick Leave Use. An Employee may only utilize accumulated sick leave for actual illness, injury and disability of the Employee, or to provide care for an ill dependent member of the Employee's immediate family or any other relative living in the same household, or to meet dental or doctor appointments. When sick leave is used due to illness in the immediate family, use of such leave shall not exceed three (3) days for any one occurrence of such family illness.

Sick Leave shall be accrued at the rate of .0308 hours for each hour worked based on a 40 hour work week up to a maximum of 200 hours.

1.1 Definition. "Immediate Family" shall include the Employee's spouse, mother, father, sister, brother, child, step-child, foster child, grandmother, grandfather.

Section 2. Procedure. In order to receive compensation for sick leave an Employee must have an adequate balance in the appropriate sick leave account and meet the following requirements:

In the case of injury or illness commencing prior to the work shift, the Employee must notify his department head or designee at least one (1) hour before the start of his regular work shift.

In the case of injury or illness commencing after the Employee has reported for duty, an Employee must notify his department head or designee and gain approval for leave prior to leaving his duty station.

The approval of all sick leave shall be documented by the completion of an APPLICATION FOR LEAVE form.

Section 3. Proof of Illness. Proof of illness may be required by the Department head or City Manager, but in any event, absences for more than three (3) days shall be substantiated by a physician's certificate.

## ARTICLE XV

### BEREAVEMENT

Section 1. Leave. In the event of death in the immediate family of an Employee, the Employee shall be granted up to three (3) days of paid leave of absence to make immediate household arrangements or to attend funeral services.

Section 2. Definition. For purposes of this Article "Immediate Family" shall mean: the Employee's Spouse, Civil partner as defined by RSA 457 A:1, Mother, Father, Step-Mother, Step-Father, Foster-Mother, Foster-Father, Father-in-Law, Mother-in-Law, Grandmother, Grandfather, Grandchild, Sister, Brother, Child, Step-Child, Foster Child, or any other relative living in the same household.

Section 3. Leave. One (1) day of paid leave of absence shall be granted to the EMPLOYEE to attend a funeral on a scheduled work day for a close family member as defined below.

Section 4. Definition. For the purposes of this article, "Close Family Member" shall mean: the Employee's Grandmother-in-law, Grandfather-in-law, Brother-in-law, Sister-in-law, Aunt, and Uncle.

## ARTICLE XVI

### SUBSTITUTIONS

Section 1. General. Employees recognize the requirement that they adhere to established work schedules. Subject to the approval of the Police Chief or his designee, mutually qualified Employees may be permitted to substitute for one another. The following minimum conditions shall apply:

- A. Substitutions for purposes of outside employment or business activity, except for extra duty assignments, are prohibited.
- B. Substitutions for UNION business if necessary, shall be allowed.
- C. Such substitutions or a failure to complete the pay-back shall not result in additional costs to the EMPLOYER. The Employee who should have worked the shift under the substitution agreement will reimburse the EMPLOYER for all such additional costs.
- D. At no time shall the hours worked by the substitute Employee be used in the computation of overtime wages.
- E. Substitutions shall be repaid within 28 calendar days from when they occur. The pay-back date shall be included as part of the original substitution request and shall be subject to the same approval process. Any Employee who has not paid back a substitution during the normal pay-back period shall be ineligible for further substitutions until such pay-back has occurred.

- F. Substitutions may only be arranged between two (2) employees of the same rank within the same division. No third party swaps will be permitted. Out of classification substitutions may be approved by the Police Chief or his designee on a case by case basis.
- G. Employees shall complete the standard substitution form which will identify the employee who regularly works the substituted shift and the employee who will be the substitution. Both employees will sign off on the form or, in the case of telephone confirmation, it will be so indicated and initialed by the appropriate supervisor. The form will also require an appropriate supervisor or an on duty Watch Commander not involved in the substitution to sign the substitution form in all cases.
- H. Employees who work a substitution (swap) prior to or immediately after their regular shift shall extend their day by fifteen (15) minutes.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as a claim or dispute by an Employee arising out of the application or interpretation of this Agreement, under express, written provisions of this Agreement, and shall be processed in the following manner:

Section 2. Step 1. An Employee having a grievance must notify the Deputy Chief in the Employee's chain of Command of the grievance within five (5) work days from the date of the event giving rise to the grievance. Such grievance shall be discussed between the Employee and this Deputy Chief at a mutually agreeable time. The Deputy Chief shall give his/or decision within seven (7) working days from the date of the discussion with the Employee.

Section 3. Step 2. If the grievance remains unresolved following the decision of the Deputy Chief or after the date that the decision should have been rendered, then such grievance may be submitted to the Police Chief. It must be submitted in writing within five (5) working days from the date of the decision by the Deputy Chief at step 1.

The written grievance shall take the following form:

- A. A complete statement of the grievance and the facts upon which it is based;
- B. The Article(s), or section(s) of this Agreement claimed to have been violated;
- C. The remedy or correction requested;
- D. The signature of the grievant.

Any grievance which does not contain these minimal elements shall not be subject to the arbitration procedure set forth in this Article.

The Police Chief shall render his decision within ten (10) working days from the date the grievance was received.

Section 4. Step 3. If the grievance remains unresolved following the decision of the Police Chief, the UNION may submit said grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), NHPELRB or another mutually agreed third party, such action to be filed with AAA, NHPELRB or the other mutually agreed third party within fifteen (15) calendar days following the decision of the Police Chief. If the UNION fails to submit said grievance to arbitration, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

Section 5. Step 4. Arbitration. The Arbitrator shall convene a hearing at the earliest possible date for the purpose of hearing the grievance.

5.1 The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific written provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted by the Parties, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall provide the parties with his decision within thirty (30) days following the close of the hearing. The Arbitrator's decision shall be final and binding on all Parties as to the matter in dispute.

5.2 Nothing in this section limits the right of the Parties to be represented by legal counsel during the arbitration process.

5.3 Each Party shall pay the expenses of their own representatives, and they shall equally share the cost of the Arbitrator.

5.4 If either Party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other Party and to the Arbitrator.

5.5 Any award recommended by the Arbitrator may be retroactive to the date the grievance was submitted at step 1 or up to an additional five (5) days if the event occurred within this time period. In no case shall a grievance be deemed to have occurred prior to the effective date of this Agreement except as specifically acknowledged and identified in writing by the parties on the date this Agreement is signed.

Section 6. Time Limits. The time limits for the processing of grievances may be extended by written consent of both Parties. Where the specified time limits have lapsed and no extension has been provided for as specified herein, the grievance shall be considered settled in accordance with the EMPLOYER'S last response.

Section 7. Right of EMPLOYER. Nothing contained herein shall be construed as limiting the right of the EMPLOYER to pursue resolution of a grievance under this Article.

Section 8. Exclusions. Questions involving the City Charter, City Ordinances, published policies and regulations, provisions of RSA 273-A and other provisions of law or policies and regulations of appropriate authorities outside the City shall not be subject to the grievance and arbitration procedure set forth herein regardless of whether such matters are quoted, cited, or

otherwise incorporated in this Agreement. This grievance procedure shall not cover any matter for which statutory appeals procedures exist.

## ARTICLE XVIII

### SENIORITY

Section 1. Type. Seniority shall refer to the time an Employee has been continuously employed by the Department in the classification of Lieutenant, Sergeant, Parking Manager or Dispatch Supervisor. An Employee shall receive seniority status after the completion of probation. When two or more Employees have the same date of hire or promotion, seniority shall be established in the order they are listed on the employment eligibility roster for that position. In the event this does not resolve the tie, then seniority shall be determined according to the most continuous tenure with the City of Concord.

Section 2. Reduction in Force In the event an employee returns to a lower job classification; the Employee will not lose seniority time within the lower classification. The Employee's seniority status will be effective from their original date of promotion into the lower job classification. If and when the employee is recalled to the original job classification, their seniority will be effective from their original promotion date in that the original classification. If any reduction in force causes an Employee to enter a different Collective Bargaining Unit, the Employee shall be subject to that unit's Collective Bargaining Agreement terms and conditions or the City of Concord Personnel Rules.

Seniority for demotions for all other reasons other than a Reduction in Force shall be determined by utilizing the Employee's original promotion date into the lower job classification. If that Employee should gain promotion into a higher job classification, seniority subsequent to this promotion shall be determined by the date of that subsequent promotion and not the previous promotion date.

The seniority defined in this section for a return to a higher classification due to recall shall not apply if no recall is made within 12 months of the layoff.

For the purposes of this section, the original classification shall mean that in which an Employee is in immediately prior to a Reduction in Force.

Section 3. Loss of Seniority. An Employee shall lose seniority and employment with the EMPLOYER shall be considered terminated for all purposes if:

- A. The Employee quits.
- B. The Employee is absent without leave for three consecutive days.
- C. The Employee fails to report to work at the termination of a leave of absence.
- D. The Employee who has been part of a reduction in force fails to respond within five (5) working days after being recalled.
- E. The Employee is separated from the payroll of the EMPLOYER by a reduction in force action lasting more than twelve (12) months.
- F. The Employee is discharged.
- G. The Employee retires.

Section 4. Application: This article shall have application only as specifically provided for within this Agreement.

## ARTICLE XIX

### REDUCTION IN FORCE

Section 1. Procedure. Employees with the least seniority will be laid off first in the event of a reduction in force, for any reason, within an employee's job classification.

Section 2. Employer Prerogatives. This Article shall not in any way restrict the prerogatives of the EMPLOYER to determine whether there shall be a reduction in force, the form such reduction shall take, or the duration of such reduction in force.

Section 3. Return to Lower Job Classification. A Sergeant who is laid off may return to the job classification of Police Officer in accordance with the terms and conditions of the contract for Police Officer in effect at that time.

A Lieutenant who is laid off may return to the job classification of Police Sergeant, replacing the Police Sergeant having the least in grade seniority provided, however, that the Lieutenant is otherwise qualified for the position of Police Sergeant. This section shall apply only to a Lieutenant who has held the rank of Police Sergeant in this Department. In the event that a Lieutenant becomes the Police Sergeant with the least in grade seniority and as a result is thereby subject to layoff, the next senior Police Sergeant shall be laid off.

A Deputy Chief who is laid off may return to the job classification of Police Lieutenant, replacing the Police Lieutenant having the least in grade seniority provided, however, that the Deputy Chief is otherwise qualified for the position of Police Lieutenant. This section shall apply only to a Deputy Chief who has held the rank of Police Lieutenant in this Department. In the event that a Deputy Chief becomes the Police Lieutenant with the least in grade seniority and as a result is thereby subject to layoff, the next senior Police Lieutenant shall be laid off.

A Dispatch Supervisor who is laid off may return to the job classification of Dispatcher, replacing the Dispatcher in accordance with the layoff procedure in effect for the job classification of Dispatcher at that time.

A Parking Manager who is laid off may return to the job classification of Parking Enforcement Officer or Meter Technician in accordance with the layoff procedure in effect for the job classification of Parking Enforcement Officer or Meter Technician in effect at that time.

Section 4. Order of Recall. Employees shall be called back in the inverse order of lay-off by classification recalled.

Section 5. Stipulations. A laid off Employee shall be eligible for recall if the recall notice is issued within twelve (12) months from date of layoff. This Article shall not be construed to eliminate the requirement of recalled Employees to continue to meet job qualifications. Failure by an Employee to report to work in accordance with the provisions of a recall notice shall result in loss of all rights of recall. A laid off Employee wishing to exercise the rights to return to another job classification under this Article shall notify the Chief of Police in writing within 2 workdays of the lay off notice being received by that employee.

Section 6. Notification of Recall. Employees who are eligible for recall shall be sent a recall notice by certified mail. The Employee must notify the Police Chief in writing within five (5) working days after receiving the notice of recall of his/her intention to return to work. Failure by the Employee to so notify the Chief of Police shall represent a decision not to accept the recall. The EMPLOYER shall be deemed to have fulfilled its obligations under this Section by mailing the recall notice by certified mail to the last address provided by the Employee. It shall be the obligation and responsibility of the Employee to immediately notify the Police Chief of any changes in mailing address during the twelve (12) month period from layoff provided by this section.

## ARTICLE XX

### BULLETIN BOARD

Section 1. Bulletin Board. The EMPLOYER will provide the UNION reasonable space on a bulletin board in a non-public area. The UNION shall use this board for posting of notices pertaining to recreational and social activities, UNION elections, reports of the UNION, or its committees, UNION meeting notices, legislative enactments, decisions of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public employee labor relations. The UNION shall not post any materials which are obscene, defamatory, or which impair the operation of the Department, or which constitute partisan political campaign material.

Where the EMPLOYER finds material posted on the bulletin board to be objectionable as violative of this Agreement, it will consult with the UNION or any representative. If such consultation does not resolve the EMPLOYER'S objections, the material in question shall be promptly removed from the bulletin board by the UNION. In the event that the UNION fails to remove the objectionable material, the EMPLOYER may do so. The UNION may pursue the matter through the grievance procedure for resolution.

## ARTICLE XXI

### UNIFORMS - EQUIPMENT

Section 1. Items to be Provided. The EMPLOYER shall provide all articles of uniforms and equipment which are required by the EMPLOYER provided said articles are unique to police service and not suitable for off-duty wear. All such articles which are determined by the EMPLOYER to have been damaged in the line of duty shall be repaired or replaced by the EMPLOYER.

Section 2. Items to Be Returned. Employees, at the time of termination of employment, are required to return all articles of uniforms and equipment which were provided by the EMPLOYER.

Section 3. Cleaning of Uniforms. The EMPLOYER shall provide cleaning for two pairs of uniform trousers per week per Employee.

Section 4. Clothing Allowance. Employees whose assignments require them to routinely wear civilian clothing in lieu of a uniform shall be provided with a clothing allowance of \$570.00 per year paid in two semi-annual installments. This allowance shall be pro-rated for Employees who are not eligible to be paid the full year's allowance.

Section 5. Polygraph Operator. The EMPLOYER shall provide up to \$142.50 per fiscal year to an active and trained polygraph operator as reimbursement for purchases of clothing used while conducting polygraph examinations. This section only applies for employees who do not otherwise qualify for a clothing allowance under this article.

## ARTICLE XXII

### ACCESS TO PREMISES

Section 1. Provisions. Access to Department premises or contact with on-duty Employees by accredited non-Employee representatives of the Concord Police Supervisor's Association shall be subject to the sole discretion and approval of the EMPLOYER'S designated representative.

## ARTICLE XXIII

### INTERNAL UNION BUSINESS

Section 1. Duty Hours. The internal business of the UNION shall be conducted during non-duty hours.

Section 2. City Facilities, Vehicles and Equipment. Use of EMPLOYER'S facilities to conduct internal UNION business shall be allowable by permission of the Chief of Police and at his sole discretion, but shall not be unreasonably denied. Requests to use the EMPLOYER'S facilities shall be made at least one week in advance of the meeting date.

City vehicles, equipment, supplies, devices or on-duty Employees shall not be used in the support of internal UNION business activities or UNION meetings. The initiation, typing, and filing of a grievance shall be exempt from this paragraph.

Section 3. Union Leave. With approval of the Police Chief, the Officers of the Union or their designated representatives shall be entitled to a combined total of twenty-four (24) hours leave with pay per calendar year for official UNION business and conventions. The following conditions shall apply to such leave:

- A. Requests for leave shall be made to the Police Chief by the officers at least one (1) week in advance whenever possible.
- B. No more than two (2) Union Officers shall be granted such leave at any one time without the approval of the Police Chief.
- C. Such leave may not be granted if the Police Chief determines that it may disrupt or interfere with department operations.
- D. Additional paid leave or sixteen (16) hours may be granted upon request by the UNION to the Police Chief.

- E. Additional non-pay status leave may be granted upon request by the UNION to the Police Chief. Employees granted such non-pay status leave will not be required to use their accrued annual leave, but may do so if both parties mutually agree.

## ARTICLE XXIV

### NO STRIKES

Section 1. No Strikes. Neither the UNION nor any officers, agents or Employees will instigate, cause, encourage, participate in or support any strike. In the event of any strike or threat of a strike on the part of any Employee during the term of this Agreement, the UNION shall, upon the occurrence of such strike or learning of the threat thereof, notify the Employees involved that such action by them is unauthorized and in violation of the provisions of this Agreement.

## ARTICLE XXV

### WAIVER OF AGREEMENT

Section 1. Waiver. The failure of the EMPLOYER or the UNION to insist, in any one or more situations, upon performance of any of the terms or provisions of this agreement shall not be considered a waiver or relinquishment of the right of the EMPLOYER or the UNION to future performance of any such term or provision of this agreement. The obligations of the EMPLOYER and the UNION to such future performance of the terms or provisions of this agreement shall continue in full force and effect.

## ARTICLE XXVI

### FINAL RESOLUTION

Section 1. General. The Agreement expressed herein, in writing, constitutes the entire Agreement between the Parties and no oral statement shall add to or supersede any of its provisions. Any change in this Agreement must be mutually agreed upon by the parties and must be in writing.

## ARTICLE XXVII

### MID TERM BARGAINING

Section 1. Procedure. In the event the EMPLOYER contemplates a change in a condition of employment which is a mandatory subject of bargaining during the course of the contract period the EMPLOYER will give notice to the UNION. The UNION may initiate a request to bargain such a change. Such a request must be initiated in writing within 7 days after notification to the UNION.

The following procedure shall govern:

1. The parties will meet to negotiate the change to resolution or impasse. In the event of an impasse, the EMPLOYER may implement its last official proposal.

Section 2. Dispute Resolution. In the event there is a claim that there has been a violation of this article, the matter will be subject for review only by the applicable procedures of the New Hampshire Public Employees' Labor Relations Board (PELRB) and shall not be subject to the grievance procedure embodied in this agreement.

## ARTICLE XXVIII

### LABOR MANAGEMENT COMMITTEE

The Parties agree that it is in their best interests to maintain an open dialogue with respect to the administration of this agreement and the exchange of information relative to the performance of the Department's mission and the work performance of Unit members.

The Parties agree that a Labor/Management Committee shall be established as of the effective date of this Agreement. The Labor/Management Committee shall consist of the members of the Parties' respective negotiating committees.

The Labor/Management Committee shall meet at least every other month as needed at a mutually agreeable time. Agenda items shall be exchanged between the Parties seven (7) days prior to such meetings, providing that additional items may be added to any agenda without notice. More frequent meetings of the Labor/Management Committee may be scheduled by the mutual agreement of the Parties at any time.

## ARTICLE XXIX

### RETIREMENT SEVERANCE PAY

Section A. General. An Employee who retires from the City having completed at least ten (10) years of creditable City service with the New Hampshire Retirement System and who has applied to receive retirement payments from that system shall be eligible for a severance payment according to the following formula.

#### Severance Pay Formula

Deduct the number of sick leave days used during an Employee's last two (2) years of employment from the Number 30 and apply the balance to the payment formula below. The Base for calculations during 2011 shall be 162 dollars. This base shall be indexed to the annual across-the-board wage increases granted to non-contractual Employees.

<u>Years of City Service</u>	<u>Payment Formula</u>
10 years thru 14 years	.25 * Current Base * number of days
15 years thru 19 years	.50 * Current Base * number of days

20 years thru 24 years

.75 \* Current Base \* number of days

25 years and over

Current Base \* number of days

In no case shall the amount paid per day exceed the Employee's standard daily rate. Consecutive sick leave days used involving more than three days shall be computed as single events for purposes of calculating this benefit.

### ARTICLE XXX

#### RETIREMENT BADGE

Members of the Union shall be eligible to obtain a "Retirement Badge" of a model and style consistent with that in use at the time of this agreement upon their Retirement from the Concord Police Department. Only those members who have left the Concord Police Department with a "Service Retirement" or a "Disability Retirement" (as defined by the New Hampshire Retirement System on the effective date of retirement) and are in good standing are eligible under this article. There shall be no cost in any way to the city under this article.

For the purposes of this article, good standing shall be defined as having not engaged in any conduct that brings disrepute upon the Department and/or the City.

### ARTICLE XXXI

#### HEALTH INSURANCE

Section 1. General. The EMPLOYER will provide Employees with points (dollars) to be utilized in making purchases from the optional portions of the City's Beneflex (flexible benefits) Program. These points will be based upon the health insurance plan designations: One Person, Two Person, and Family Plan. Individual Employee point allocations shall be determined by the Plan for which the Employee is eligible. The EMPLOYER contributions will be as follows:

Effective 1/1/11 – 6/30/11, the amount the EMPLOYER contributes will be equal to 8,030 for a One Person, 16,093 for a Two Person and 23,073 for a Family Plan. The EMPLOYER'S contribution will be adjusted using the formula listed below:

Change in EMPLOYER'S Contribution = [(New Two Tier POS Rate x 1.2712) – (Current Two Tier POS Rate x 1.2712)]/2

Effective 7/1/11, the amount the EMPLOYER contributes will be equal to 8,267 for a One Person, 16,571 for a Two Person and 23,747 for a Family Plan. For subsequent years, the EMPLOYER'S contribution will be adjusted using the formula below.

Increase in City Points = [(New HMO 250– Current HMO 250) x .84777]

New points for the current year = current points + increase in city points.

Any costs above this ceiling shall be contributed by the EMPLOYEE. Contributions of both parties are cumulative year to year.

The EMPLOYER reserves the right to change or provide alternate insurance carriers as the EMPLOYER deems appropriate so long as the new coverage and benefits are similar to the plan it is replacing.

## Section 2. Beneflex Program

The EMPLOYER'S Beneflex Program is a matter of City policy and is not a part of this Agreement, nor shall any benefits provided under the Beneflex Program be otherwise provided for within this Agreement. Any matter, any issue, or any question concerning the content or the administration of the City's Beneflex Plan remains within the sole discretion of the City and any review or resolution of those matters will be accomplished through the applicable City procedures and forums

## ARTICLE XXXII

### RESIDENCY

All sworn members of the Concord Police Supervisor's Association shall reside within fifty (50) road miles of the Concord city line.

Sworn officers shall submit a written notice (Change of Address Form) to the Chief of Police when moving from one permanent address to another.

## ARTICLE XXXIII

### EDUCATIONAL ASSISTANCE

Section 1. Tuition Reimbursement. Employees who would like to receive consideration for payment of department related educational courses shall submit written requests to the department head documenting estimates for the course at least five (5) months prior to the beginning of the fiscal year during the initial preparation of the departmental operating budget. Provided departmental funds are budgeted and available, the EMPLOYER shall reimburse one half (1/2) the cost of tuition for department related educational courses taken by employees when approved in accordance with this Agreement. Determinations relative to available funds and whether the course is department related shall be made at the sole discretion of the department head. All courses to be eligible for payment under this section shall:

1. Be reviewed and approved by the department head prior to enrollment in the course.
2. Be initiated and completed while in the employ of the EMPLOYER.
3. Be completed with sufficient evidence to the department head of a grade of "B" or better or a Pass in a Pass/Fail rated class.
4. Be attended on the employee's own time.

Section 2. Educational Support. It is the desire of the EMPLOYER and the UNION to encourage all employees to avail themselves of additional educational advancement. To that end, the parties agree that efforts will be made to accommodate employees' work schedules who are enrolled in educational courses. While the parties acknowledge that it may not be possible to accommodate each employee's request, an effort will be made to make accommodations through the schedule bidding process, which may include modification of assignments, other flexible work schedules including substitutions (swaps) and annual leave time to complete their course requirements.

Section 3. Educational Degree Payment. Employees, who after July 1, 2009, receive any of the following degrees or meet any of the following conditions shall receive an educational degree payment for the cost of tuition for department related educational courses taken by employees when approved in accordance with this Agreement. This payment shall be paid on a one-time basis following the employee's receipt of such degree from an accredited college or university after satisfactorily providing appropriate evidence of the granting of such degree as follows:

- A. Employees who would like to receive payment of the Educational Degree Reimbursement shall submit written requests to the department head documenting degree completion or expectation of degree completion at least five (5) months prior to the beginning of the fiscal year during the initial preparation of the department operating budget.
- B. This reimbursement shall be paid in addition to that detailed in Section 1 of this Article.

Associate of Arts or Associates of Science Degree or one-half of credit hours necessary to complete a Bachelors program for which the employee has been admitted, provided the employee has completed a minimum of three (3) courses:	\$1,000
Bachelor of Arts or Bachelor of Science:	\$1,500
Master of Arts or Master of Science:	\$2,000
Ph.D. – JD:	\$2,500

**ARTICLE XXXIV**

TERM OF AGREEMENT

EXPLANATION: This Agreement covers the period from 1/1/11 - 12/31/2012. It shall not take full force and effect until it is ratified and signed by both parties. This means that upon the signing of this Agreement by both parties the terms of this Agreement will then be in full force and effect from that date forward only.

Section 1. Duration. This Agreement shall take effect as of date of signing to continue in full force and effect through 12/31/2012. Thereafter, it shall be automatically renewed from year to year beginning 1/1/2013 unless either Party acts to terminate it.

Section 2. Termination. If either party desires to terminate the automatic renewal of this Agreement, or any part thereof, written notice of such intention shall be delivered to the other Party, no later than June 10th, immediately preceding the desired termination date of 12/31/2012. A Party upon receipt of notice of termination shall, no later than July 10, notify the other Party if it desires to terminate all or part of this Agreement. In the event that either party notifies the other of its intent to terminate this Agreement then this Agreement shall terminate on 12/31/2012.

Section 3. Negotiations. In the event either Party issues a notice of termination as provided above, both parties hereby agree to commence, in good faith, collective bargaining with respect to terms of a new Agreement no later than September 10th. If either the date of the notice or date of the commencement of negotiations falls upon a Saturday, Sunday or Holiday such date shall be considered to be the next following regular working day of the EMPLOYER. Negotiations hereunder shall be conducted by authorized representatives of the UNION and the EMPLOYER.

In witness whereof, the parties hereunto cause their names to be hereunto affixed and to duplicate hereof by their duly authorized officer, as of the 24 day of May, 2011. Both such signed copies shall be considered originals.

Witness:

  
\_\_\_\_\_

The City of Concord

By:

  
\_\_\_\_\_

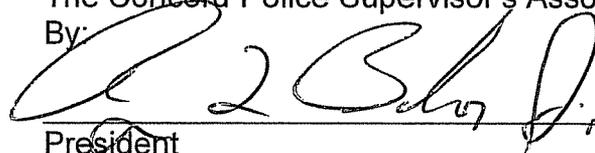
City Manager

Witness:

  
\_\_\_\_\_

The Concord Police Supervisor's Association

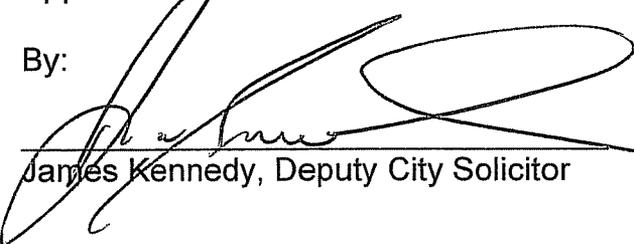
By:

  
\_\_\_\_\_

President

Approved as to form and execution

By:

  
\_\_\_\_\_

James Kennedy, Deputy City Solicitor

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF CONCORD**

**AND**

**CONCORD POLICE SUPERVISOR'S ASSOCIATION**

**CONCERNING THE COST OF OUTSIDE DUTY DETAIL WORK**

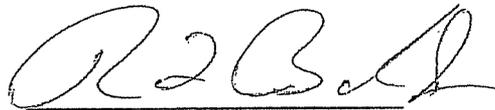
WHEREAS, it is recognized and understood by the Parties that the Parties have a mutual interest providing police services to the community in an overtime capacity outside of the regular provision of police service in a capacity defined as Outside Duty Detail Work; and

WHEREAS, it is recognized and understood by the Parties that the overtime costs of providing this service have increased to levels that cause concern to the requesting parties and the City of Concord, and

WHEREAS, the Parties have mutually agreed to discuss in the Labor Management Committee the overtime cost of this service and any efforts that can be made to provide this service to the community in a cost effective manner;

THEREFORE, the Parties agree to convene the Labor Management Committee provided for within this agreement for the purpose of discussing the rates paid to the members of the Concord Police Supervisor's Association within 60 (Sixty) days of the execution of this agreement.

For the UNION:



Date: 7.23.08

For the CITY:



Date: 7.23.08

**APPENDIX A  
CPSA Wage Scale  
Effective 1/1/2011**

<u>Dispatch Supervisor</u>											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 10*
Hourly	\$20.04	\$20.62	\$21.25	\$21.88	\$22.54	\$23.22	\$23.92	\$24.63	\$25.38	\$26.12	\$26.12
Weekly	\$801.60	\$824.80	\$850.00	\$875.20	\$901.60	\$928.80	\$956.80	\$985.20	\$1,015.20	\$1,044.80	\$1,044.80
Yearly	\$41,683.20	\$42,889.60	\$44,200.00	\$45,510.40	\$46,883.20	\$48,297.60	\$49,753.60	\$51,230.40	\$52,790.40	\$54,329.60	\$54,329.60
Merit											\$1,629.89
Yearly *											\$55,959.49

<u>Sergeant</u>											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 10*
Hourly	\$24.90	\$25.64	\$26.41	\$27.22	\$28.03	\$28.86	\$29.70	\$30.61	\$31.55	\$32.49	\$32.49
Weekly	\$996.00	\$1,025.60	\$1,056.40	\$1,088.80	\$1,121.20	\$1,154.40	\$1,188.00	\$1,224.40	\$1,262.00	\$1,299.60	\$1,299.60
Yearly	\$51,792.00	\$53,331.20	\$54,932.80	\$56,617.60	\$58,302.40	\$60,028.80	\$61,776.00	\$63,668.80	\$65,624.00	\$67,579.20	\$67,579.20
Merit											\$2,027.38
Yearly *											\$69,606.58

<u>Lieutenant</u>											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 10*
Hourly	\$28.79	\$29.63	\$30.54	\$31.47	\$32.37	\$33.36	\$34.37	\$35.42	\$36.47	\$37.56	\$37.56
Weekly	\$1,151.60	\$1,185.20	\$1,221.60	\$1,258.80	\$1,294.80	\$1,334.40	\$1,374.80	\$1,416.80	\$1,458.80	\$1,502.40	\$1,502.40
Yearly	\$59,883.20	\$61,630.40	\$63,523.20	\$65,457.60	\$67,329.60	\$69,388.80	\$71,489.60	\$73,673.60	\$75,857.60	\$78,124.80	\$78,124.80
Merit											\$2,343.74
Yearly *											\$80,468.54

<u>Sergeant - DEU</u>											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 10*
Hourly	\$26.15	\$26.92	\$27.73	\$28.58	\$29.43	\$30.30	\$31.19	\$32.14	\$33.13	\$34.11	\$34.11
Weekly	\$1,046.00	\$1,076.80	\$1,109.20	\$1,143.20	\$1,177.20	\$1,212.00	\$1,247.60	\$1,285.60	\$1,325.20	\$1,364.40	\$1,364.40
Yearly	\$54,392.00	\$55,993.60	\$57,678.40	\$59,446.40	\$61,214.40	\$63,024.00	\$64,875.20	\$66,851.20	\$68,910.40	\$70,948.80	\$70,948.80
Merit											\$2,128.46
Yearly *											\$73,077.26

<u>Parking Manager (effective 2/1/2011)</u>											
Grade	A	B	C	D	E	F	G	H	I	J	K
21											
Hourly	\$25.91	\$26.56	\$27.23	\$27.90	\$28.60	\$29.32	\$30.05	\$30.81	\$31.57	\$32.36	\$33.17
Weekly	\$1,036.40	\$1,062.40	\$1,089.20	\$1,116.00	\$1,144.00	\$1,172.80	\$1,202.00	\$1,232.40	\$1,262.80	\$1,294.40	\$1,326.80
Yearly	\$53,892.80	\$55,244.80	\$56,638.40	\$58,032.00	\$59,488.00	\$60,985.60	\$62,504.00	\$64,084.80	\$65,665.60	\$67,308.80	\$68,993.60
Hourly	\$34.01	\$34.86	\$35.72	\$36.61	\$37.53						
Weekly	\$1,360.40	\$1,394.40	\$1,428.80	\$1,464.40	\$1,501.20						
Yearly	\$70,740.80	\$72,508.80	\$74,297.60	\$76,148.80	\$78,062.40						

# APPENDIX B

## CPSA Wage Scale Effective 1/1/2012

Effective 1/1/2012 - .5% COLA, Blended (Adjusted) rate for sworn positions. Parking Manager Position based on NC COLA in 2/2012.  
Dispatch Supervisor

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 10*
Hourly	\$20.14	\$20.73	\$21.35	\$21.99	\$22.65	\$23.33	\$24.04	\$24.76	\$25.50	\$26.25	\$26.25
Weekly	\$805.60	\$829.20	\$854.00	\$879.60	\$906.00	\$933.20	\$961.60	\$990.40	\$1,020.00	\$1,050.00	\$1,050.00
Yearly	\$41,891.20	\$43,118.40	\$44,408.00	\$45,739.20	\$47,112.00	\$48,526.40	\$50,003.20	\$51,500.80	\$53,040.00	\$54,600.00	\$54,600.00
Merit											\$1,638.00
Yearly *											\$56,238.00

Sergeant A: Members with less than 20 years of sworn service.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 10*
Hourly	\$25.71	\$26.48	\$27.27	\$28.11	\$28.94	\$29.80	\$30.67	\$31.61	\$32.58	\$33.55	\$33.55
Weekly	\$1,028.40	\$1,059.20	\$1,090.80	\$1,124.40	\$1,157.60	\$1,192.00	\$1,226.80	\$1,264.40	\$1,303.20	\$1,342.00	\$1,342.00
Yearly	\$53,476.80	\$55,078.40	\$56,721.60	\$58,468.80	\$60,195.20	\$61,984.00	\$63,793.60	\$65,748.80	\$67,766.40	\$69,784.00	\$69,784.00
Merit											\$2,093.52
Yearly *											\$71,877.52

Sergeant B: Members with 20 years (+) of sworn service.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 10*
Hourly	\$26.67	\$27.44	\$28.23	\$29.07	\$29.91	\$30.76	\$31.63	\$32.57	\$33.54	\$34.51	\$34.51
Weekly	\$1,066.80	\$1,097.60	\$1,129.20	\$1,162.80	\$1,196.40	\$1,230.40	\$1,265.20	\$1,302.80	\$1,341.60	\$1,380.40	\$1,380.40
Yearly	\$55,473.60	\$57,075.20	\$58,718.40	\$60,465.60	\$62,212.80	\$63,980.80	\$65,790.40	\$67,745.60	\$69,763.20	\$71,780.80	\$71,780.80
Merit											\$2,153.42
Yearly *											\$73,934.22

Sergeant DEU A: Members with less than 20 years of sworn service (5% Stipend is reflected).

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 10*
Hourly	\$27.00	\$27.80	\$28.63	\$29.52	\$30.39	\$31.29	\$32.21	\$33.19	\$34.21	\$35.22	\$35.22
Weekly	\$1,080.00	\$1,112.00	\$1,145.20	\$1,180.80	\$1,215.60	\$1,251.60	\$1,288.40	\$1,327.60	\$1,368.40	\$1,408.80	\$1,408.80
Yearly	\$56,160.00	\$57,824.00	\$59,550.40	\$61,401.60	\$63,211.20	\$65,083.20	\$66,996.80	\$69,035.20	\$71,156.80	\$73,257.60	\$73,257.60
Merit											\$2,197.73
Yearly *											\$75,455.33

**Sergeant LEU B: Members with 20 (+) years of sworn service (5% Stipend is reflected).**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 10*
Hourly	\$27.96	\$28.77	\$29.59	\$30.48	\$31.35	\$32.25	\$33.17	\$34.15	\$35.17	\$36.19	\$36.19
Weekly	\$1,118.40	\$1,150.80	\$1,183.60	\$1,219.20	\$1,254.00	\$1,290.00	\$1,326.80	\$1,366.00	\$1,406.80	\$1,447.60	\$1,447.60
Yearly	\$58,156.80	\$59,841.60	\$61,547.20	\$63,398.40	\$65,208.00	\$67,080.00	\$68,993.60	\$71,032.00	\$73,153.60	\$75,275.20	\$75,275.20
Merit											\$2,258.26
Yearly *											\$77,533.46

**Lieutenant A: Members with less than 20 years of sworn service.**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 10*
Hourly	\$29.73	\$30.60	\$31.54	\$32.49	\$33.43	\$34.45	\$35.50	\$36.58	\$37.66	\$38.78	\$38.78
Weekly	\$1,189.20	\$1,224.00	\$1,261.60	\$1,299.60	\$1,337.20	\$1,378.00	\$1,420.00	\$1,463.20	\$1,506.40	\$1,551.20	\$1,551.20
Yearly	\$61,838.40	\$63,648.00	\$65,603.20	\$67,579.20	\$69,534.40	\$71,656.00	\$73,840.00	\$76,086.40	\$78,332.80	\$80,662.40	\$80,662.40
Merit											\$2,419.87
Yearly *											\$83,082.27

**Lieutenant: Members with 20 years (+) of sworn service.**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 10*
Hourly	\$30.70	\$31.56	\$32.50	\$33.46	\$34.39	\$35.41	\$36.46	\$37.54	\$38.62	\$39.74	\$39.74
Weekly	\$1,228.00	\$1,262.40	\$1,300.00	\$1,338.40	\$1,375.60	\$1,416.40	\$1,458.40	\$1,501.60	\$1,544.80	\$1,589.60	\$1,589.60
Yearly	\$63,856.00	\$65,644.80	\$67,600.00	\$69,596.80	\$71,531.20	\$73,652.80	\$75,836.80	\$78,083.20	\$80,329.60	\$82,659.20	\$82,659.20
Merit											\$2,479.78
Yearly *											\$85,138.98

**Parking Manager (Rates in effect as of 2/1/2011)**

Grade 21	A	B	C	D	E	F	G	H	I	J	K
Hourly	\$25.91	\$26.56	\$27.23	\$27.90	\$28.60	\$29.32	\$30.05	\$30.81	\$31.57	\$32.36	\$33.17
Weekly	\$1,036.40	\$1,062.40	\$1,089.20	\$1,116.00	\$1,144.00	\$1,172.80	\$1,202.00	\$1,232.40	\$1,262.80	\$1,294.40	\$1,326.80
Yearly	\$53,892.80	\$55,244.80	\$56,638.40	\$58,032.00	\$59,488.00	\$60,985.60	\$62,504.00	\$64,084.80	\$65,665.60	\$67,308.80	\$68,993.60
Hourly	\$34.01	\$34.86	\$35.72	\$36.61	\$37.53						
Weekly	\$1,360.40	\$1,394.40	\$1,428.80	\$1,464.40	\$1,501.20						
Yearly	\$70,740.80	\$72,508.80	\$74,297.60	\$76,148.80	\$78,062.40						

## APPENDIX C

### CPSA SUPERVISOR DATES OF HIRE AND PROMOTION

	Date of Promotion	Date of Hire	Rank	10 years	20 years
<b>Dispatch Supervisor</b>					
Darah Costello	12/9/2007	1/16/2005	1	1/16/2015	1/16/2025
<b>Police Sergeants</b>					
James Berry	8/19/2001	9/6/1998	1	9/6/2008	9/6/2018
Roger Baker	7/6/2003	9/5/1993	2	9/5/2003	9/5/2013
Clifford Kahrs	6/6/2004	5/5/2001	3	5/5/2011	5/5/2021
John Thomas	9/26/2004	7/3/1994	4	7/3/2004	7/3/2014
Ranee Boyd	9/26/2004	4/6/1997	5	4/6/2007	4/6/2017
Cori Casey	7/3/2005	6/15/1997	6	6/15/2007	6/15/2017
Steven Smagula	12/18/2005	4/6/1997	7	4/6/2007	4/6/2017
Timothy O'Malley	11/18/2007	8/16/1998	8	8/16/2008	8/16/2018
Michael Pearl	9/7/2008	1/23/2000	9	1/23/2010	1/23/2020
<b>Parking Manager</b>					
David Florence	12/31/2000	12/31/2000	1	12/31/2010	12/31/2020
<b>Police Lieutenants</b>					
Walter Carroll	7/29/2001	6/7/1987	1	6/7/1997	6/7/2007
Paul Leger	8/19/2001	4/4/1993	2	4/4/2003	4/4/2013
John Brown	9/30/2001	8/27/1995	3	8/27/2005	8/27/2015
Scott Nichols	7/6/2003	12/11/1988	4	7/6/1998	7/6/2008
Keith Mitchell	9/26/2004	2/5/1989	5	2/5/1999	2/5/2009
Greg Taylor	9/26/2004	3/15/1992	6	3/15/2002	3/15/2012
John Zbehlik	12/11/2005	7/10/1994	7	7/10/2004	7/10/2014
Michael McGuire	11/18/2007	9/20/1987	8	9/20/1997	9/20/2007

APPENDIX D

Consumer Price Index - All Urban Consumers

Original Data Value

Series CUUR0000SA0

Id:

Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base 1982-84=100

Period:

Years: 2003 to 2011

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3	184.0	183.3	184.6
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9	191.0	190.3	188.9	187.6	190.2
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3	193.2	197.4
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	207.342	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	214.537	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056	217.535	218.576
2011	220.223	221.309	223.467												

Consumer Price Index - All Urban Consumers

12-Month Percent Change

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2003 to 2011

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003	2.6	3.0	3.0	2.2	2.1	2.1	2.1	2.2	2.3	2.0	1.8	1.9	2.3	2.5	2.0
2004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7	2.3	3.0
2005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4	3.0	3.8
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2	3.8	2.6
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8	2.5	3.1
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8	4.2	3.4
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6	2.1	1.2
2011	1.6	2.1	2.7												